

REMARKS

Claims 1-26 are pending in the application.

Claims 1-26 have been rejected.

Claim 1 has been amended.

Rejection of Claims under 35 U.S.C. § 102

Claims 1-26 stand rejected under 35 U.S.C. § 102(a) and (e) as purportedly being unpatentable over U.S. Patent No. 6,118,777 issued to Sylvain (hereinafter Sylvain).

While not conceding that the cited references qualify as prior art, but instead to expedite prosecution, Applicants have chosen to respectfully disagree and traverse the rejection as follows. Applicants reserve the right, for example, in a continuing application, to establish that the cited references, or other references cited now or hereafter, do not qualify as prior art as to an invention embodiment previously, currently, or subsequently claimed.

Applicants respectfully submit that the particular parts of the cited references that the Examiner has relied upon have not been designated as nearly as practicable, and the pertinence of each reference has not been clearly explained, both as required by 37 C.F.R. § 1.104(c)(2). Nevertheless, Applicants have made an earnest effort to respond to the rejections outlined in the Office Action.

The Office Action asserts that Sylvain's Fig. 2 and Fig. 9 teach the "...an end-user ordering module operable to..." limitation of claim 1. (Office Action, p. 2) Applicants respectfully disagree that the cited portion of Sylvain teaches the proffered interpretation. In fact, Applicants are unable to discern (and the Office Action fails to teach) how the foregoing

portion (or any portion) of Sylvain teaches the limitations at issue. In particular, the Office Action fails to identify any elements of Fig. 2 and Fig. 9 that might be comparable to the end-user ordering module of claim 1.

As for Fig. 2, Applicants respectfully submit that Sylvain's Fig. 2 does not show, teach or suggest the system comprising the end-user ordering module of claim 1 or the inter-provider ordering module of claim 1. This is to be expected given that Fig. 2 indicates only one module (access module 208), while claim 1 recites two modules.

Since the Office Action fails to state which elements of Fig. 2 are comparable to what limitations of claim 1, it appears (though a point Applicants do not conceal) that the Office Action could be read as equating the access module with the end-user ordering module of claim 1. Even if such a parallel could be drawn, which Applicants maintain it could not, such a parallel would fail. The end-user ordering module of claim 1 determines whether an end-user requested service item contained in a service provider product catalog relates to a service item type having at least one associated developer defined label (DDL).

In contrast, the Sylvain's access module routes messages from the Customer Premises Equipment (CPEs) to a transport network. (Sylvain 3:17-19) In further contrast, unlike the inter-provider ordering module of claim 1, Sylvain's access module does not receive the end-user order, determine whether the end-user order has a value for the additional DDL-specified attribute, and automatically map the value from the end-user order to an appropriate field of the inter-provider order. Thus, even if Sylvain taught multiple modules, Sylvain would nonetheless fail to teach the claimed modules.

As for Fig. 9, Applicants respectfully submit that Sylvain's Network Interface Module (NIM) is not analogous to the end-user ordering module of claim 1. Sylvain's NIM is

responsible for providing an interface between a plurality of line interface modules and a generic connectivity network. (Sylvain 5: 65-14). Likewise, the line interface module of Sylvain's Fig. 9, which works in tandem with NIM to allow for a Competing Local Exchange Carrier (CLEC) central office to have an unbundled access to the subscriber lines, is not analogous to either end-user ordering module of claim 1 or the inter-provider ordering module of claim 1. Moreover, even if such a parallel could be drawn (which Applicants maintain is inapposite), because Sylvain still fails to teach the claimed elements and their structure.

Given that, Sylvain does not teach the above mentioned features of the end-user ordering module of claim 1, it comes as no surprise that the Office Action does not state what elements of Fig. 2 or Fig. 9 teach the end-user ordering module of claim 1. Thus, nothing in the cited portions of Sylvain show, teach, or suggest the end-user ordering module of claim 1.

For example, the portion of Sylvain cited as teaching:

“...determine whether an end-user requested service item contained in a service provider product catalog relates to a service item type having at least one associated developer defined label (DDL), the DDL extending the attributes of the associated service item type by specifying an additional attribute for which a value may be collected from the end-user and supplied in connection with creation of an end-user order for the requested service item, the value not needed to complete the end-user order but collected and supplied to avoid needing to collect the value from the end-user in connection with subsequent creation of an inter-provider order that corresponds to the end-user order

...”

reads as follows:

“The provisioning database maintained by the ILEC will determine whether a specific traffic type (voice call, data, video, etc.) received on a subscriber line will be passed through to

service node 29, or be switched to the network interface module 45. The NIM 45 is typically co-located with the line interface module 9 at the ILEC central office 29. The NIM 45 is typically owned by, and controlled by the ILEC 15. Of course, traffic can be routed to any one of the service nodes of the alternate CLEC central offices 66. Service nodes operated by CLECs can be voice switches, Internet Service Provider (ISP) gateway, corporate network gateway, video gateway, etc." (Sylvain 5:41-51)

Sylvain's Incumbent Local Exchange Carriers' (ILEC's) decides whether a specific traffic type is passed type through a service node or a network interface. The end-user ordering module of claim 1 presents the additional DDL-specified attribute to the user, if the end-user requested service item contained in a service provider product catalog relates to a service item type having at least one associated developer defined label (DDL).

Clearly, Sylvain's Incumbent Local Exchange Carriers' (ILEC's) determination of whether to pass a specific traffic type through to a service node or a network interface module is not analogous to the end-user ordering module's determination of whether an end-user requested service item contained in a service provider product catalog relates to a service item type having at least one associated developer defined label (DDL). Therefore, the cited portion of Sylvain does not teach the above mentioned limitation of claim 1.

As to the limitation of :

"...if the requested service item relates to a service item type having at least one DDL, prompt a user of the end-user ordering module to collect from the end-user and supply a value for the additional DDL-specified attribute in connection with creation of the end-user order for the requested service item;

..."

The cited portion of Sylvain reads:

“For subscribers whose local access is provided by means of a remote line interface at a remote site 16, subscriber lines 32 connect the CPE connector 30 and CPE devices 31 to the remote DF 36. Line interface module 39 connects the remote DF 36 to the ILEC service node (voice switch) 29. Remote Line Interface Termination (RLIT) 19 is connected to the ILEC service node (voice switch) 29 for calls that are to be routed by the ILEC. For calls that are to be routed to the CLEC service node 48, a connection 13 is provided to the network interface module (NIM) 45. The RLIT 19 contains additional hardware, as compared to RLIT 19 of FIG. 1, to allow for unbundling and routing to the CLEC service node 48.”

Clearly cited portion of Sylvain does not teach the above mentioned limitation of claim 1. While the cited portion of Sylvain indicates different network paths for routing calls to the ILEC node and the CLEC service node, the cited portion of claim 1 recites prompting a user of the end-user ordering module to collect from the end-user and supply a value for the additional DDL-specified attribute in connection with creation of the end-user order for the requested service item if the requested service item relates to a service item type having at least one DDL. Since routing a call to a node is not analogous to presenting an additional DDL-specified attribute, the cited portion of Sylvain does not teach the above mentioned limitation of claim 1.

“A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegall Bros. V. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987).

For the foregoing reasons, Applicants respectfully submit that the Office Action fails to present a *prima facie* case of anticipation of claims 1.

Since Sylvain does not disclose the above mentioned limitations of claim 1, Applicants respectfully submit that claim 1 is patentable over Sylvain for at least these reasons. Claims 8, 15, and 22-26, as well as claims dependent upon them are patentable for similar reasons. As such, Applicants respectfully note that the claims 1-26 are in condition for allowance. Applicants therefore request the withdrawal of the rejections to those claims.

CONCLUSION

Applicants submit that all claims are now in condition for allowance, and an early notice to that effect is earnestly solicited. Nonetheless, should any issues remain that might be subject to resolution through a telephonic interview, the Examiner is requested to telephone the undersigned.

If any extensions of time under 37 C.F.R. § 1.136(a) are required in order for this submission to be considered timely, Applicant hereby petitions for such extensions. Applicant also hereby authorizes that any fees due for such extensions or any other fee associated with this submission, as specified in 37 C.F.R. § 1.16 or § 1.17, be charged to Deposit Account 502306.

Respectfully submitted,



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